

## COMMERCE AND PURCHASING (CP) GROUP CONSTITUTION AND BY-LAWS

### **PREAMBLE**

These By-Laws, in general, pertain to matters of Group organization not covered by the By-Laws and Policies of The Professional Institute of the Public Service of Canada and are made pursuant to those By-Laws and Policies.

### **DEFINITIONS**

**CP Group** means the Commerce and Purchasing Group.

***Note:** At the 2020 CP Group AGM, the motion to change the acronym to “CP” was carried. This motion is pending approval by Treasury Board as the acronym is linked to the Group bargaining certificate. This process has already begun with PIPSC Legal Counsel.*

**Group Executive** means the Executive of the Commerce and Purchasing Group.

**Institute** and/or **PIPSC** means the Professional Institute of the Public Service of Canada.

**President** means President of the Group unless otherwise specified.

**Regular Member** means those who meet the requirements of By-Law 3.1.

**Retired Member** means those who meet the requirements of By-Law 3.2.

**Vice-President** means Vice-President of the Group unless otherwise specified.

### **BY-LAW 1 NAME**

The name of this Group shall be the "PIPSC Commerce and Purchasing Group", hereinafter referred to as “the Group”.

### **BY-LAW 2 GROUP AIM**

**2.1** The aim of the Group shall be to further the interests of its members by representing them in collective bargaining and in consultation with the employer; to protect the status and standard of their profession; to maintain and promote the effective functioning of the Commerce and Purchasing members; and to formulate and express the views of the members on matters affecting them. This in no way infringes on the right of individuals to approach the Institute on their own behalf.

### **BY-LAW 3 MEMBERSHIP**

**3.1** Every member who belongs to the Group and who is a Regular member of the Institute shall also be a Regular member of the Group.

**3.2** Every Regular member of the Group who becomes a Retired member of the Institute shall also become a Retired member of the Group.

#### **BY-LAW 4 RIGHTS OF MEMBERS**

**4.1** All Regular and Retired members (unless specified elsewhere in these By-Laws) shall be eligible to nominate members for positions on the Group Executive, propose amendments to the Constitution and By-Laws of the Group, and vote in Group affairs. Only Regular members shall be eligible to hold office.

**4.2** All Regular and Retired members shall be eligible to attend and speak at General Meetings of the Group.

**4.3** Only Regular members shall be eligible to vote on matters related to collective negotiations, including the method of dispute resolution and the ratification of proposed collective agreements.

#### **BY-LAW 5 GROUP FINANCES**

**5.1 Group Finances:** Group finances shall be consistent with Institute policies.

**5.2 Fiscal Year:** The fiscal year of the Group shall be the calendar year.

**5.3 Expenditures:** The Group Executive shall expend such monies as it considers necessary for the conduct of the business of the Group.

**5.4 Group Funds:** Group funds will be maintained in an account assigned by the Institute.

**5.5 Signing Officers:** Financial transactions shall require the signatures of any two (2) of the President, Vice-President, Secretary, Treasurer of the CP Group or any other member of the executive, as selected by the executive. A written account shall be kept of all expenditures.

**5.6 Signatures:** All cheques shall have the signatures of two signing officers. A signatory cannot also be the payee.

**5.7 Auditing:** As required, auditing and verification procedures shall be carried out by members of the Group who are not responsible for the administration of Group funds.

#### **BY-LAW 6 GROUP EXECUTIVE**

**6.1 Role:** The Group Executive shall exercise the authority of and act on behalf of the Group on all matters subject to this constitution between general meetings of the Group.

**6.2 Composition:** The Group Executive shall be elected by and from the Group members.

**6.2.1** The Group Executive shall be composed of a President, a Vice-President, a Secretary, a Treasurer, one (1) Regional Representative from each Region of the Institute and Members-at-Large up to the maximum permitted by Institute By-Laws.

**6.2.2 Regional Representative:** The regional representative from each Region of the Institute shall be elected by the members of the respective Region.

**6.2.3 Vacancies:** Should a vacancy occur on the Group Executive, for whatever reason, and should an election to fill the vacancy not be practicable, the Executive may appoint a member to fill the vacancy, until such time as an election is held.

**6.2.3 i)** If the position of the President becomes vacant for any reason, the Vice-President shall become President until the next election.

**6.2.3 ii)** If a position, other than that of the President, becomes vacant for any reason, the remaining members of the Executive may select an eligible member of the Group to fill that vacancy until the next election.

**6.3 Term of Office:** The term of office shall be three (3) years.

## **6.4 Meetings**

**6.4.1 Regular Meetings:** The Group Executive shall meet at least twice a year to the maximum allowed by the Institute. Notice of executive meetings specifying time and place, shall normally be provided three (3) weeks in advance.

**6.4.2 (i) Special Meetings:** The Group Executive shall meet on the written request of at least seven (7) members of the Group Executive and such meeting shall be held as soon as possible after the request, in a cost-effective manner. The agenda shall consist of those items identified in the request.

**6.4.2 (ii)** The Group Executive shall meet between structured meetings, via electronic conferencing, if and as required, provided

(a) a quorum of 50% plus 1 of the Executive membership, is available to meet

(b) no less than 3 days' notice is given to meet

(c) the meeting will be chaired by either the President, VP, Secretary, Treasurer, or an alternate designated by one of these identified leads, and

(d) language translation is made available, if requested. Electronic conferencing in no way inhibits the Executive from maintaining an on-going practice of electronic communication, as required.

**6.4.3 Observers:** The President may invite other persons to attend meetings of the Group Executive in a non-voting capacity.

**6.4.4 Absence:** Any member who is absent from two (2) consecutive meetings of the Executive without valid reason shall be considered to have resigned from the Executive.

**6.5 Quorum:** A quorum shall consist of a majority of the members of the Group Executive.

**6.6 Voting:** Decisions shall be by majority vote.

## **6.7 Duties**

**6.7.1 President:** The President shall represent the CP members across all Departments and Agencies at the national level. The duties and responsibilities shall include, but not be limited to, the following: be the political voice for the CP group within PIPSC; convene Group Executive meetings and preside at all Group Executive and General Meetings; attend meetings of the various committees of the Group or the Bargaining Agent as necessary; ensure the participation/representation of the Bargaining Unit in all non-Executive represented Departments or Agencies in all dealings involving a Deputy Minister, Assistant Deputy Minister, or more than one Director or their equivalent; perform any related duties that may be necessary as the chief elected Officer of the Group.

**6.7.2 Vice-President:** The Vice-President shall assist in the duties of the President; perform the duties of the President in the absence of the President or upon delegation of the President; advise the President, as required, on parliamentary procedure; perform any related duties that may be necessary as an elected Officer of the Group.

**6.7.3 Secretary:** The Secretary shall record and distribute to the Executive and the Institute minutes of all general meetings and Group Executive meetings; keep records of all relevant correspondence; be responsible for notification of meetings; perform other duties as may be assigned by the Group Executive.

**6.7.4 Treasurer:** The Treasurer shall maintain the financial records of the Group as required by Institute policy, prepare a financial report for each meeting of the Group Executive and each General Meeting of the Group, submit a detailed financial statement to the Institute as required, and prepare the request for the annual allowance of the Group. Copies of the financial report shall be available to all Group members.

**6.7.5 Regional Representative:** To act as liaison between the Group Executive and their Regional members, represent the interests of the members, assist in organizing and maintaining Sub-group representation, and perform such duties as may be assigned by the Executive.

**6.7.6 Members-at-Large:** Members-at-Large shall perform such duties as may be assigned by the Executive.

## **BY-LAW 7 ELECTIONS**

**7.1 Elections Committee:** The Executive shall appoint an Elections Committee normally comprised of three members, to receive nominations for positions on the Group Executive, and to conduct the elections. Any member of the Elections Committee who becomes a candidate for office in the same election, shall resign from the Elections Committee.

### **7.2 Procedure for Nominations**

**7.2.1** The Elections Committee shall distribute a request for nominations to all members of the Group at least four (4) weeks prior to the closing date for nominations.

**7.2.2** Nomination forms must be received at the National Office of the Institute by the close of business on a date to be determined by the Elections Committee. In the event that insufficient nominations are received to fill the vacancies, the Elections Committee shall attempt to obtain the names of additional persons willing and able to serve sufficient to fill the remaining vacancies. If none are forthcoming, the Executive may appoint an eligible member to that position.

**7.2.3** Nominations must be supported by at least two (2) members of the Group and the nominee must indicate a willingness to serve if elected.

**7.2.4** The Elections Committee shall scrutinize the nominations for eligibility and, if necessary, arrange for ballots to be distributed to all members eligible to vote in the election.

### **7.3 Election Procedure**

**7.3.1** The Elections Committee shall serve as Returning Officers and shall establish procedures for the efficient conduct of an election, the counting and tabulating of ballots and all matters directly related thereto not otherwise specified in these By-Laws.

**7.3.2** Ballots must be distributed at least four (4) weeks prior to the date set as the deadline for the return of ballots.

**7.3.3** Ballots must be received at the National Office of the Institute by the close of business on a date to be determined by the Elections Committee.

**7.3.4** The candidate receiving the highest number of votes for a position shall be declared elected.

**7.3.5** The Elections Committee shall ensure the membership is informed of the results of the election as soon as possible.

**7.3.6** The newly elected Executive shall take office as of June 1st of the year of the election.

#### **7.4 Candidates**

**7.4.1 Candidate Eligibility:** Only Regular members shall be eligible for election to the Group Executive. To be a candidate for the office of Regional Representative, a Regular member must be employed in the particular Region. A member cannot be a candidate for more than one (1) office in the same election.

#### **7.5 Election Years**

**7.5.1 Date of Election / Commencement of Office:** Commencing in 2015, there shall be an election for all the positions of the Executive every three (3) years.

### **BY-LAW 8 GENERAL MEETINGS**

#### **8.1 Annual General Meeting**

**8.1.1** The Annual General Meeting of the Group is its governing body, except that it has no jurisdiction in the following areas:

- i) the ratification or rejection of contracts;
- ii) the selection of collective bargaining method;
- iii) the selection of members of the Group Executive.

All members are eligible to attend and speak at meetings.

**8.1.2** The Group Executive shall call an Annual General Meeting of the Group once each calendar year. The interval between such meetings shall not exceed fifteen (15) months. Members shall be notified of the meeting and of any proposed changes to this constitution at least four (4) weeks prior to the date of the meeting.

#### **8.1.3 Delegates**

**8.1.3.1** All members of the Group are eligible to attend and speak at Annual General Meetings. Only delegates shall be entitled to move or second motions or resolutions and to vote at Annual General Meetings. The Institute Policies determine the number of Delegates.

**8.1.3.2** Each member of the Group Executive shall be a delegate.

**8.1.3.3** The Group Executive shall appoint and/or approve delegates to the AGM

**8.1.3.4** The total number of members in each Region and the total number of members shall be based on the Group membership as of the last Group Executive meeting prior to the one (1) month notice of the Annual General Meeting. The membership count shall be that obtained from the Membership Section of the Institute.

**8.1.3.5** The delegates in each Region shall be nominated by the Group Executive Officer of the respective area in consultation with the Sub-Groups of the respective areas, giving consideration to Sub-Group populations and degree of member involvement in workplace and Group activities.

**8.1.3.6 Alternates:** Any delegate may be represented by an alternate who shall be authorized by the Group Executive Officer from the area represented by the delegate, and, upon filing such authorization with the Group Executive, alternates shall be entitled to vote and take part as though they were delegates. No person shall carry more than one (1) vote.

**8.1.4 Quorum:** Fifty percent (50%) of the delegates in attendance at the beginning of the meeting shall constitute a quorum.

### **8.1.5 Agenda**

The agenda shall include the following items:

Roll Call (members of the Group Executive)

Approval of the Agenda

Adoption of the Minutes of the previous Annual General Meeting

Business Arising from the Minutes

Report of the President

Annual Financial Report

Approval of Budget

Report of the Elections Committee, when applicable

New Business, including proposed By-Law Amendments.

**8.1.6 Voting:** All delegates present at the Annual General Meeting are eligible to vote. Voting shall normally be by a show of hands and each member shall have one (1) vote. Decisions shall be by a simple majority vote.

**8.1.7 Resolutions:** The Annual General Meeting shall consider and vote on resolutions presented to it. Resolutions shall be referred to the Group Executive for action or to the Institute for consideration.

**8.1.8 Filing of Documents:** Each year, following the Annual General Meeting, the Group Executive shall submit a copy of the draft AGM minutes, the annual financial report and the elections report to the Office of the Executive Secretary of the Institute prior to the end of the calendar year.

### **8.2 Special General Meetings**

**8.2.1** A Special General Meeting of the Group shall be called by the Group Executive or at the written request of at least 10% of the Group members. The meeting shall be held within six (6) weeks of such call or request.

**8.2.2** Discussions at Special General Meetings are confined to the reason(s) for which the meeting was called.

**8.2.3** The same requirements shall apply to the notice, quorum, governance, attendance and voting at Special General Meetings as are prescribed for the Annual General Meeting.

**8.3 Sub-Group Meetings:** The Group Executive shall cause a meeting of the Presidents of the Sub-Groups at least once every calendar year, in coordination with an Executive Meeting.

**8.4** The duties of the Sub-Group Presidents may include assisting in the selection of delegates from the respective area to the Group Annual and Special General Meetings.

**8.5 PIPSC AGM Group Delegates:** The Group Executive shall have responsibility for the selection of the CP Group delegates for the PIPSC AGM.

### **BY-LAW 9 RULES OF PROCEDURE**

At any meeting of the Group or Group Executive, or Committees thereof, matters of procedure, insofar as they are not specifically provided for, shall be governed by a majority vote of the members present and voting on the matter of procedure. The Chair of such meeting shall first rule on any matter of procedure or order and shall, in the absence of any By-Law to the contrary, rely upon and be governed by the latest edition of *American Institute Standard Code of Parliamentary Procedure* available at the meeting.

### **BY-LAW 10 COMMITTEES**

**10.1 Committees:** The Group Executive may strike committees as it sees fit to carry out its duties, with the exception of the Bargaining Team, Finance Committee and Elections Committee. All Committees must take direction from and report to the CP Executive and each Committee Chair must be a member of the Group Executive. Committees shall be dissolved by majority vote of the Executive.

#### **10.2 Bargaining Team**

**10.2.1** The Group Executive shall appoint a Bargaining Team to act on behalf of the Group in bargaining. The Team will normally consist of four (4) CO representatives and four (4) PG representatives. The team members will normally remain the same until the signing of the Collective Agreement. The Team shall keep the Group Executive informed of the progress of negotiations and shall receive instructions from the Group Executive.

**10.2.2** Only Regular members may serve on the Bargaining Team.

**10.3 Finance Committee:** The Group Executive shall appoint a Finance Committee composed of at least three members of the Group Executive to manage the financial affairs of the Group in accordance with these By-Laws. The Chair of the Finance Committee shall be the Group Treasurer. The Finance Committee shall be responsible for preparing and presenting budgets to the Group Executive; reviewing income, expenditures and accounts; and supervising and making recommendations to the Group Executive concerning the audit, control and investment of Group funds.

**10.4 Auditing Committee:** The Group Executive may appoint an Auditing Committee, comprising members of the Group who are not responsible for the administration of the Group funds, to carry out auditing, review, and verification procedures, as required.

**10.5 Professionalism Committee:** The Group Executive may appoint a Professionalism Committee to represent members of the CP Group in all forums, addressing professional accreditation and representation.

**10.6 By-Laws Committee:** The Group Executive shall appoint a By-Laws Committee who will be responsible for reviewing the By-Laws and bringing any of that committee's suggestions to the Executive for review, and bringing any amendments requested between CP AGMs to the floor of that meeting for approval.

**10.7 AGM Committee:** The Group Executive shall appoint an AGM Committee to act as liaison between the Executive and the Institute, to plan the location of the AGM, review and choose meals, hospitality and any activities outside of the meeting, to assist at the AGM with registration and other duties.

**10.8 Communications Committee:** The Group Executive shall appoint a Communications Committee to research and write a semi-annual newsletter, which shall be distributed to all members and posted on the web site, as well as working with committees such as the Bargaining Committee to share information with members and other duties as assigned by the Group Executive. Additional newsletters may be released if necessary.

**10.9 Elections Committee:** See By-Law 7.1

**10.10 Bargaining Committee:** See By-Law 10.2

**10.11 Advisory Committee**

**10.11.1** Prior to the commencement of Bargaining, the Advisory Committee shall consult the membership of the Group. Based on the results of the consultation, the Advisory Committee shall make recommendations to be used in contract negotiations with the employer.

**10.11.2** The Group Executive shall nominate members of the Advisory Committee from the Executive and the Regular members, while trying to ensure representation from as many regions, departments and specialties (of the members' fields) as possible.

**BY-LAW 11 SUB-GROUPS**

**11.1** The Group Executive may appoint a Sub-group Coordinator. Their duties shall be to report to the Group Executive concerning the activities of the Sub-groups, liaise with the Sub-group Presidents, plan Sub-group Presidents' Meetings and invite Sub-group Presidents; promote the role of the Sub-group; and perform other related duties in the maintenance of the Sub-groups.

**BY-LAW 12 CONTRACT NEGOTIATIONS**

**12.1 Consultation:** The Group Executive shall consult the members of the Group before the negotiations begin.

**12.2 Ratification:** The Bargaining Team shall submit the Tentative Agreement to the Group Executive for consideration. If a majority vote of the Group Executive is in support of any Tentative Agreement, the Tentative Collective Agreement will then be submitted to the general membership for approval or rejection. Ratification is subject to a majority vote of the Regular members voting.

**12.3 Joint Bargaining:** When the Group participates in joint bargaining, the Institute By-Laws and Regulations regarding ratification in joint bargaining will take precedence over Group By-Law 12. When the Group participates in joint bargaining, representation on the Bargaining Team shall be in accordance with the rules and procedures adopted for joint bargaining by the Institute.

**BY-LAW 13 SUPPLEMENTAL FEE / LEVY**

**13.1** Where, in the judgement of the Group Executive, extra services are required for the conduct of the business of the Group above and beyond those being provided by the Institute, a supplemental fee/levy for the provision of such extra services may be proposed by the Group Executive. This shall be subject to ratification by Regular and Retired members, and subject to approval as provided for in the By-Laws of the Institute.

**13.2** The results of the vote, whether passed or defeated, shall be disclosed to the members in a Group newsletter.



#### **BY-LAW 14 CONSTITUTION AND BY-LAWS**

**14.1** These By-Laws may be amended at a General Meeting of the Group. Approval of proposed amendments requires a simple majority of those voting.

**14.2** All proposals for amendments to these By-Laws shall be submitted, in writing, to the Group Executive. Proposed amendments may be submitted by any member of the Group. The notice of the Group meeting at which the amendments will be considered, shall include:

- a) the article to be amended; and
- b) the new wording.(See By-Law 8.1.2)

**14.3** New Constitutions and By-Laws, as well as any amendments, shall be submitted to the Institute By-Laws and Policies Committee for review.

**14.4** This Constitution and By-Laws and any amendments thereto shall take effect upon ratification by the Group membership and approval by the Institute.

#### **BY-LAW 15 DISCIPLINARY MEASURE**

**15.1** Disciplinary measures may be taken in accordance with the By-Laws and Regulations of the Institute.

#### **BY-LAW 16 REGULATIONS**

**16.1** The Group Executive may make such Regulations and any amendments thereto, not inconsistent with these By-Laws, as it deems necessary or convenient for the operating of the Group.

**16.2** All proposed Regulations and amendments thereto shall be submitted to the Institute for review and approval. They shall take effect on a date determined by the Group Executive, but not earlier than the date they were approved by the Institute.

**16.3** Each such Regulation shall be presented to the next General Meeting of the Group, and may be rescinded or amended by such meeting. These constitute changes to the Regulations and shall be subject to Article 16.2.

#### **BY-LAW 17 REFERENDA**

**17.1** A resolution shall be put to the members for a vote if five percent (5%) of the members so request, or at the discretion of the Group Executive.

**17.2** A resolution is binding on the Group Executive if passed by a majority of the members voting.

#### **BY-LAW 18 LANGUAGE**

English and French shall be the official languages of the Group. The English and French texts of this Constitution and By-Laws shall be valid in either language provided that, in the event of a difference in

interpretation between the English and French texts, the language of the text of origin shall govern. The original language of these By-Laws is English.

## **REGULATIONS**

**R6.2.3 ii)** If the position of an executive member, other than the President, becomes vacant, the Executive shall undertake best efforts to exercise the following considerations in an appointment to the Group Executive:

- a. regional representation;
- b. merit, including experience volunteering on a group or sub-group executive or as a steward;
- c. diversity of gender, disability, ethnic background, and other aspects of self-identity;
- d. representation of departments of the Government of Canada;
- e. Canada's official languages; and
- f. equal representation of CO and PG employment classifications.

### **R8.1.3.5 Delegates**

In the selection of delegates, the Executive shall consider the following:

- being a Steward
- the involvement of the member in union activities at the member's workplace,
- the Sub-Group representation
- the « relève »

**R10.2.1** The Bargaining Team is a committee of the Group Executive. The members of the Bargaining Team shall act on behalf of the Group in bargaining the Collective Agreement with the employer. The Bargaining Team shall keep the Group Executive informed of the progress of negotiations.

**R10.2.1i)** The Bargaining Team shall normally be established within the three (3) months preceding the expiry of the Collective Agreement. A call for nomination shall be distributed to all Regular members of the Group, at least three (3) weeks prior the closing date for nominations. Nominations must be supported by at least two (2) Regular members of the Group and the nominee must indicate a willingness to be part of the Bargaining Team if selected.

Should a regular member of the bargaining team resign or retire prior to the end of bargaining, that member will be immediately replaced by a member of the same classification.

**R10.2.1ii)** The chair of the negotiating team is selected by and from the members of the negotiating team.

**R10.2.1iii)** The members shall be selected by the Group Executive.

**R10.2.1iv)** The Bargaining Team shall normally be composed of eight (8) members. The Team will normally consist of four (4) CO representatives and four (4) PG representatives. The chair of the committee will count as one of the eight committee members. When the bargaining committee holds votes, a majority of the PGs and a majority of the COs on the committee will need to vote in favour in order for the vote to pass. For further clarity, three of the four COs and three of the four PGs will need to vote in favour in order for the vote to pass.

**R10.2.1v)** One of the members shall be from the NCR, and the Executive shall undertake best efforts to exercise the following considerations in an appointment to the Bargaining Team:

- a. merit, including experience volunteering on a group or sub-group executive or as a steward;
- b. regional representation;
- c. diversity of gender, disability, ethnic background, and other aspects of self-identity;
- d. representation of departments of the Government of Canada;

e. Canada's official languages.

**R10.2.1vi)** When possible, when making the selection of the Bargaining Team members, one (1) CO representative and one (1) PG representative should be chosen from members not part of the Group Executive.

**R10.2.1vii)** Replacement of the Bargaining Team members shall only be done for valid reasons and by the Group Executive.

**R10.2.1viii)** All tentative Collective Agreement negotiated by the Bargaining Team shall be submitted to the Group Executive for review and then submitted to all Regular members for approval or rejection by a vote. Communication of the tentative Collective Agreement shall be accompanied by written comments from the Bargaining Team. Ratification of the tentative Collective Agreement shall be by majority vote of the Group members who voted.

**R10.2.1ix)** The term of the Bargaining Team shall normally end when the new Collective Agreement is signed.

**R11.1** Each sub-group president should submit a report to the executive of the Group once a year. The report should contain the following information:

- AGM
- Activities done during the year
- Membership population

**Approved by the Board of Directors  
June 23, 2010**

**Approved by the Board of Directors  
June 23-24, 2011**

**Approved by the Board of Directors  
August 17, 2013**

**Approved by the Board of Directors  
January 24, 2015**

**Approved by the Board of Directors  
August 12, 2017**

**Approved by the Board of Directors  
January 21, 2021**

**Approved by the Board of Directors  
November 24, 2023**

**Approved by the Board of Directors  
August 9, 2024**